

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Blue Ribbon Cleaning Company, Inc.**, located at 6656 South Pine Avenue, Ocala, FL 34471, possessing FEIN# 59-3339589 (hereinafter referred to as "FIRM") under seal for the Janitorial Cleaning Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21P-145 - Janitorial Cleaning Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the start date listed on the Notice to Proceed, and execution of all parties and shall continue for two (2) years, until July 31, 2023. Pending mutual agreement and Board approval, there are two additional terms of two (2) years each ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21P-145, more fully set forth on Exhibit A – Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

A. It is expressly understood by the Parties that at the time of entering this Agreement, FIRM's performance of the Work described herein is not immediately needed and may not be needed by COUNTY during the Term. Rather, FIRM agrees it is in a secondary position acting as a backup to the performance of the Work by another service provider in a primary position ("First-Tier Contractor"). Should COUNTY's agreement with First-Tier Contractor terminate, FIRM agrees it shall forthwith assume the primary position and begin performance of the Work as soon as is commercially practical and reasonable.

B. Performance of this Agreement shall commence upon the start date listed on the Notice to Proceed.

Section 5 – Compensation. COUNTY will negotiate pricing with FIRM to be approved by the Board of County Commissioners, upon request for service. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement

unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Scope of Work.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Blue Ribbon Cleaning Company, Inc.
6656 South Pine Avenue, Ocala, FL 34471
CONTACT PERSON: Terry Thomas | Phone: 352-624-3444

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

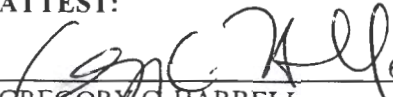
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: terry@blueribbonocala.com and donita@blueribbonocala.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



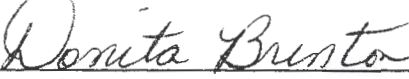
GREGORY C. HARRELL, DATE 6/15/2021
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



FOR: MATTHEW G. MINTER, DATE 11-5-2021
MARION COUNTY ATTORNEY

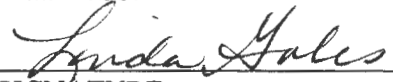
WITNESS:



SIGNATURE
DONITA BRINTON

PRINTED NAME

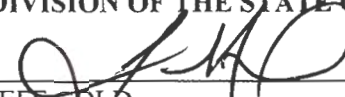
WITNESS:



SIGNATURE
LINDA GOLES

PRINTED NAME

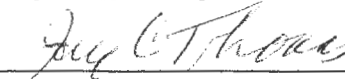
MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA



JEFF GOLD DATE 6/15/2021
CHAIRMAN

BCC APPROVED: June 15, 2021
21P-145 | Janitorial Cleaning Services

BLUE RIBBON CLEANING COMPANY, INC.



BY: J. C. Thomas DATE 11/3/21

PRINTED: J. C. Thomas

ITS: (TITLE)

RFP 21P-145
Janitorial Cleaning Services

PART 1 - SCOPE OF WORK

Marion County reserves the right to award the contract to one vendor or multiple vendors per group of locations based on the county's needs, vendor's qualifications, and budgetary considerations.

QUALIFICATIONS

1. The vendor must have at least five (5) years of experience in the commercial cleaning business as the same company name, and cleaned a minimum of 700,000 square feet daily during that period.
2. The vendor shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of this contract and its various cleaning tasks, equipment, and materials to be able to both properly train and direct the cleaners in their individual tasks; and maintain control and effective inspections.
3. The vendor's proposed project manager must have a minimum of five (5) years continuous experience on a full-time basis in supervising commercial cleaning.
4. Submit a list of proposed cleaning products for all areas of work. The County will verify that products will not cause an adverse reaction to the health of county personnel. The list should be submitted with your bid documents.
5. Submit a resume of the person or persons assigned as Project Manager for any and all areas of work to be performed under this contract. The Project Manager must have at a minimum of five (5) consecutive years of commercial cleaning experience on a full-time basis. All relevant experience must be listed on the resume.
6. Submit a resume of the person or persons who will serve as Quality Control Manager for any and all areas of work to be performed under this contract. All relevant experience must be listed on the resume.
7. Submit a sample Quality Control Plan that shall include, at a minimum, the method of inspections, frequency of inspections, and error correction times and methods.
8. Submit a list of the requested number of references from current or previous entities where the vendor has provided the following services:
 - Submit five (5) references for similar commercial cleaning contracts for at least 700,000 square feet of office space. Include the year(s) of the contract; and,

- at least three (3) references of commercial grade carpet cleaning of 50,000 square feet at one time.

9. The list of references must include the following information: Client Point of contact information, address, employer telephone number, and email address; base contract amount per year and size (sq. footage) of cleaning contract.

Point of contact	Address	Telephone #	Email Address	Amount per year	Sq. Footage
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10. Vendors shall provide a "Staffing Schedule" indicating the number of persons assigned to a specific space and the labor hours required to accomplish daily tasks, as outlined within the scope of services and bid sheets. The list should be submitted with your bid documents.
11. **All cleaners will be required to pass a level II background check, which will be administered by Courthouse staff, before working at the Judicial Center or downtown complex.**
12. **RECYCLING** - The County takes pride in recycling over four (4) tons of office paper on an annual basis. The custodial crew plays a large part in this effort by collecting recycling and dumping into the separate dumpsters provided at various locations. The successful bidder must agree to and continue to participate in this service.

SPECIFICATIONS

1. The term "County Representative" as used herein, shall mean the Facilities Management Director or other authorized Facilities Management staff representative.
2. The Contract will be in effect upon Board approval and execution by both parties, and Notice to Proceed. Initial term shall be for two (2) years; pending mutual agreement, the Contract may be recommended for an additional two terms of (2) years each (total contract term not to exceed six (6) years).
3. The vendor shall provide a level of cleaning standard that will provide unsolicited compliments from employees and others and will make complaints a rarity. This level of cleaning shall be required for all areas.
4. Subcontractors may not be used for this contract. All workers must be a direct employee of the company.
5. County Representative reserves the right to request quarterly meetings with the vendor. Meetings may be requested more often if deemed necessary by the County.
6. Cleaning services of all buildings shall take place at 5:00pm until 1:00am, with the exception of the Human Resources and Information Technology departments, which should take place starting at 4:00pm. The work shall be carried on in such a manner that there

will be no interruption of, or interference with, the proper execution of County business.

7. Placement of day porters are required at the Judicial Center and the Health Department Monday through Friday. Two day porters at the Judicial Center buildings, one scheduled at 7:30am and one at 8am. One day porter at the Health Department from 8am to 5pm.
8. Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that the County may need to add or delete service for any facility when such is required. An added facility/service price shall be negotiated between the successful vendor and County Representative based upon the similarity of the new facility/service to prices of similar facility/services in the bid documents. If the price is accepted, an amendment to the bid award will be issued to the successful Bidder.
9. During the term of this agreement, should occasion arise for the vendor to perform services not defined as a reoccurring annual and/or monthly service in the agreement, the vendor shall prepare an "Out of Scope Work Order" enumerating the services along with the appropriate cost for the services. The proposal shall be submitted to the County Representative for review and approval, prior to any services being performed. Should the proposal be rejected the vendor shall revise and re-submit the proposal with all appropriate changes for review and approval. A separate purchase order shall be issued for "Out of Scope" services.

"Out of scope work" is defined as any type of janitorial service that may be required in a County owned or leased building that is not considered an annual and/or reoccurring monthly requirement. (i.e., one time limited cleaning services, one time floor cleaning or restoration work, etc.)

10. Payments will be made monthly upon presentation of an invoice for certification and payment.
11. If unsatisfactory service has been brought to the attention of the vendor and has not been rectified within 24 hours, that area will be deducted from the month's invoice. Deduction notices for non-performance shall be provided to the vendor as they occur in writing, and deducted from the current month's invoice. Payment shall be rendered only for service satisfactorily provided.
12. Successful vendor shall provide a "Staffing Roster Schedule" (SRS) indicating the number of persons assigned to specific building locations, floors, or spaces and the minimum required labor hours to accomplish daily tasks, as outlined within the scope of services and the bid sheet.

Building Name & Address

Number of Vendor's Employees Assigned to Building

Number of Building Floors

Number of Vendor's Employees Assigned to Each Floor

Vendor Employee Names & Photo ID

13. Successful vendor must provide and keep current throughout the duration of the contract, an employee roster, NO EXCEPTIONS. Changes to the roster must be pre-approved by the County Representative. Roster changes must be updated and distributed to the County for approval within 24 hours of any proposed staffing roster schedule changes.
14. All employees shall be provided, and required to wear during performance of the scheduled work, an identification badge and uniform with the vendor's name affixed on the shirt, which shall be issued by the successful vendor.
15. Successful vendor shall provide a list of proposed cleaning products along with Material Safety Data Sheets (MSDS) for each product.
16. Vendor must maintain at all times an adequate number of equipment and supplies at each county location.
17. Green cleaning products are required for use under this Contract. Green cleaning products are defined in accordance with U.S. Green Building Counsel Standards. Please provide a list of products to be used by your company to clean under this bid. All cleaning products used shall low odor/VOC unless approved otherwise by a County representative.

The list should be submitted with your proposal documents.

18. The vendor shall ensure lights are turned out, doors are re-locked, and alarms are set after cleaning services have been completed each day. Vendor shall be responsible for paying any citations issued for all false alarms caused by the neglect of the vendor's employees. Electrical power will be furnished by the County, at existing power outlets, for the vendor's use to operate such equipment as is necessary in the performance of the work. Vendor is authorized to use the water utility services at each building location.

PERFORMANCE OF WORK SCHEDULED FOR DAILY, WEEKLY OR MONTHLY:

If any work scheduled for performance daily, weekly, monthly, or quarterly is omitted or unsatisfactorily performed, it will be called to the attention of the vendor or their designated representative and a deduction will be made from any monies due or to become due to the vendor if the remedy is not made within 24 hours of notification.

A deduction of \$25.00, per room or area per day, will be assessed by the County for non-performance or deficiencies in work performed if a square foot price for the area is not determinable.

In the event that deficiency occurs again within the same week in the same location, the deduction will be taken whether the deficiency has been rectified or not.

In the event the vendor, for any reason whatsoever, consistently fails to perform work to the quality required in this contract, the County reserves the right to:

- Make deduction in accordance with the rate noted above.
- Cancel the contract on as short a notice in writing as may be consistent with securing a replacement vendor to take over the work specified in the canceled contract.

SCOPE OF SERVICES

1. The County will supply paper products, toilet tissue and paper towels, hand soap, hand sanitizer, trashcan liners, and personal waxed bags.
2. The vendor shall furnish all labor, supervision, transportation, equipment, cleaning products, cleaning materials, and any/all other supplies to provide custodial services for the contracted facilities. Supplies and equipment include, but are not limited to, such items as dust mops, buckets and wringers, vacuum cleaners, and janitorial carts. A separate, color-coded set of supplies is to be used in bathrooms to prevent cross-contamination.
3. All equipment will be properly maintained to provide safe operation and minimize breakdowns and malfunctions. Facilities Management reserves the right to require replacement of equipment that is unsafe or malfunctioning.
4. No work shall be performed on weekends or holidays, unless prior approval or requested by the County Representative or his designated representative has been obtained, or the services are called for in the contract.
5. Floor Cleaning:
 - A. All waxes and floor finishes must be U.L. rated non-slip.
 - B. All tile/laminate/VCT flooring shall be dust mopped daily.
 - C. Tile flooring shall be buffed annually with a liquid spray buff. Aerosol spray budding compounds shall not be used.
 - D. Baseboards shall be cleaned monthly with the appropriate cleaning solution.
 - E. Walk-off mats shall be vacuumed daily.
 - F. Carpets shall be vacuumed daily, spot cleaned daily as needed, and extraction cleaned Quarterly. Quarterly carpet cleaning can be done on Friday, Saturday and Sunday.
 - G. In inclement weather, day porters shall mop sufficiently the floors to be kept dry.
 - H. Rubber flooring shall be cleaned to the manufacturer's maintenance recommendations. (see exhibit "A")
 - I. Floors in restrooms and breakrooms areas shall be swept and damp mopped daily, and washed and sanitized with a germicidal disinfectant after cleaning. After mopping and scrubbing, grout joints and baseboards shall be cleaned to remove dirt, spots, and streaks.
6. Carpet Cleaning:

A. Daily

- All carpets will be vacuumed daily using HEPA filtered vacuums only.
- Vacuum bags will be emptied and replaced outside only.
- Carpet stains will be spot cleaned daily as noticed by vendor staff.
- Stained areas will be cleaned using a water extraction method.

B. Quarterly

- All carpeted areas will be cleaned using water extraction method only.
- Full carpet cleaning shall be performed quarterly at all locations, with the ability for the County Representative to decline locations if deemed unnecessary. However, the County reserves the right to request carpets to be cleaned as needed in case of emergencies.
- The carpet cleaning schedule shall be coordinated with the County Representative to confirm the dates with the respective departments, and schedule security in some of the areas at the Courthouse. This should be planned and confirmed a month in advance.
- Commercial floor fans must be provided to ensure adequate drying.
- Quarterly carpet cleaning is to be performed after hours on Fridays, Saturdays, and Sundays.

C. Equipment and Chemical Requirements:

- Extractor shall be capable of extracting minimum of 90% water from the carpet.

7. Exterior Building Entrances and Covered Walkways:

- A. Exterior building entrances and covered walkways shall be swept daily and all cobwebs (Floor to ceiling within reach) shall be removed weekly.

8. Ceiling Cleaning:

- A. Remove dust and cobwebs from ceilings, light fixtures, and HVAC diffusers weekly.

9. Wall Cleaning:

- A. Dust and spot clean daily. This includes walls, doors, windows, frames, sills, ledges, moldings, grilles, and switches.

10. Glass/Mirror Cleaning:

- A. Both sides of building entranceway glass shall be cleaned daily.
- B. All interior glass exclusive of entrances and lobbies shall be cleaned weekly.

- C. Mirrors shall be fully cleaned weekly.
- D. Both sides of all glass and frames that function as exterior walls (not entranceways) shall be cleaned quarterly.

11. Restrooms, and Shower Cleaning:

- A. All toilets, toilet seats, urinals, urinal screens, and lavatories shall be cleaned daily using a germicidal cleaner. Stainless steel fixtures and attachments shall be polished weekly.
- B. Restroom walls, shower stalls, and all partitions shall be spot cleaned daily with a germicidal cleaner. These items shall be completely cleaned and disinfected weekly to remove dirt, mildew, and streaks. Plastic items shall be cleaned with a non-abrasive cleaner.
 - Shower stalls are located in the Wellness Center, Vets Helping Vets public restrooms, restrooms in the back of the BCC auditorium, Facilities Management and JC3 ground floor.
- C. Paper towel dispensers, toilet paper, and soap dispensers shall be stocked when there's less than 30% of supply available.
- D. Broken dispensers shall be reported to the County Representative for replacement.
- E. Plumbing fixtures shall be checked for operation daily. Problems will be immediately referred to the County Representative for corrective action.
- F. Flush bathroom floor drains weekly with clean water.
- G. Waterless urinals will be cleaned by wiping down with a light cleaning agent and rag/paper towel daily. Cartridges will be replaced by Facilities Management.

12. Cleaning of Furniture, Equipment, and other Items:

- A. All table tops and chairs in eating areas shall be washed and cleaned on every service day, including pedestals and legs.
- B. Furniture in corridors and other public areas shall be dusted, vacuumed, and/or damp cleaned, as appropriate, weekly.
- C. Conference tables shall be cleaned and polished on every service day.
- D. Fabric covered chairs shall be vacuumed quarterly. Plastic, vinyl covered, and wooden chairs shall be spot cleaned daily and damp cleaned monthly.
- E. Fire extinguishers shall be dusted weekly.

- F. Drinking fountains shall be cleaned daily with a disinfectant and then polished.
- G. Window treatments shall be dusted monthly and fully clean.
- H. Push/pull plates, doorknobs, kick plates, and other hardware shall be wiped with a disinfectant daily and polished weekly.
- I. Elevator door tracks shall be cleaned and vacuumed daily. Elevator walls shall be cleaned on every service day.
- J. In the stairwells, stairs, landings, handrails, and stringers shall be cleaned daily and swept and mopped weekly. Light fixtures and grilles shall be dusted weekly.

13. Trash Removal:

- A. All trash and waste containers shall be emptied daily. Liners shall be replaced weekly or more often as needed. Containers shall be wiped clean monthly, and cleaned as needed, to remove stains and odors.
- B. Trash shall be collected in trash bags and placed in dumpsters.
- C. **The vendor shall comply with the requirements of the Marion County Recycling Program.** A list of available recycling dumpsters will be provided by the County Representative.

SITE-SPECIFIC INSTRUCTIONS

1. Board of County Commission Auditorium/Administration Building:

- A. County Commission meetings are held the first and third Tuesdays of each month. Special care shall be taken to ensure that this building is thoroughly cleaned the Monday night before each meeting and the night before any special meeting called by the Board.
- B. Extra attention will be given to platform area, including dusting of desks, cleaning chairs, and eliminating any/all cobwebs.
- C. Restroom used by commissioners in the back of the auditorium will be thoroughly cleaned during each scheduled cleaning day, as well as public restrooms located in front lobby.
- D. Custodial crew shall not touch or unplug microphones, laptops, or any other electronic equipment.

2. Employee Health Clinic

- A. The clinic will provide its own trash bags (which are heavier) to protect against any contamination with drug screen tests.

3. Judicial Center:

- A. Vendor must understand that when Court is in session and running late, noise shall not be made in any room or hallway near the courtroom. Noise may cause a mistrial.
- B. Hearing Rooms and Law Library shelves must be dusted daily.
- C. Jury rooms shall be cleaned, tables wiped, chairs dusted, and trash removed during each regularly scheduled cleaning.

4. Day porter responsibilities at the Judicial Center, including Clerk's Annex, but not limited to:

A. Check all restrooms for cleanliness

- Disinfect and clean surfaces.
- Refill, if needed, all dispensers.
- Remove trash.
- Flush bathroom floor drains weekly with clean water.

B. Floors

- Spot and Dust mop floors
 - Judicial Center flooring consists of Italian tile, marble, and terrazzo.
- Maintain floors and entry way walk off mats free of debris

C. Elevators

- All elevators should be wiped down inside and out, all trash removed, and the elevator floor thoroughly cleaned daily.
- Door tracks shall be cleaned during each regularly scheduled cleaning day.

D. Maintain drinking fountains cleaned and polished.

E. Maintain plexiglass dividers cleaned.

- Judicial Center Building 1
 - Ground central file room, eight panels
 - 1st floor, Family Civil – seven panels
 - 1st floor, Traffic – six panels
 - 1st floor, Domestic violence, two panels
 - 1st floor, Domestic support, three panels
 - 1st floor, information desk, five panels
 - 2nd floor, Probate, three panels

- 2nd floor, Foreclosures, three panels
 - 2nd floor, Civil – five panels
 - 3rd floor, Collections – three panels
 - 3rd floor, Juvenile Delinquency – four panels
- Judicial Center, Building 3, 1st floor, Jury/Appeals/Evidence, 1 panel

F. Fill and clean hand sanitizer dispensers at the various locations:

- Main entrances
- Front of courtrooms
- All public restrooms
- Jury Assembly
- Judges Lobby
- Front of elevators
- JC1 breakroom
- JC 2 – 2nd floor break room
- Clerk's Annex main entrance
- Clerk's Annex public restroom

5. Health Department – Standard cleaning for the Health Department is that of a health service provider. Ordering of janitorial supplies shall be reported to the designated staff at the Health Department. Contact information will be provided after awarding the contract.

6. Day porter responsibilities at the Health Department, but not limited to:

A. Check all restrooms for cleanliness

- Disinfect and clean surfaces
- Refill, if needed, all dispensers
- Remove trash
- Flush bathroom floor drains weekly with clean water.

B. Floors

- Spot and Dust mop floors
- Maintain floors and entry way walk off mats free of debris

C. Maintain drinking fountains cleaned and polished.

D. Fill and clean hand sanitizer dispensers at the various locations:

- Main entrances
- All public restrooms

7. Exterior doors shall not be propped open at any time, due to security issues.

8. Clerk Storage

A. Clerk Storage area must be damp mopped a minimum of once per week.

9. Cleaning schedules:

Key: D = Daily
 SW = Semi-weekly (twice weekly)
 W = Weekly
 SM = Semi-monthly (twice monthly)
 M = Monthly
 Q = Quarterly
 A = Annually

WASHROOMS

	D	SW	W	SM	M	Q
1. Clean, sanitize and polish all fixtures including toilet bowls, urinals, hand basins and showers	X					
2. Clean and polish mirrors			X			
3. Empty all containers and disposal, insert liners as required	X					
4. Spot clean and sanitize containers					X	
5. Sweep, sanitize and damp mop hard floor	X					
6. Replenish all dispenser items such as toilet, soap & paper towels	X					
7. Spot clean walls and door frames	X					
8. Low dust all horizontal surfaces below 70"	X					
9. High dust all horizontal surfaces above 70"			X			
10. Wash stall partitions			X			
11. Deodorize floor drains			X			
12. Clean & polish stainless steel fixtures			X			

GENERAL AREAS, OFFICES, CONFERENCE ROOMS, CORRIDORS, COURTROOMS, AND JURY ROOMS.

	D	SW	W	SM	M	A
1. Empty wastebaskets. Replace liners as necessary.	X					
2. Spot vacuum to remove obvious surface dirt.	X					
3. Spot clean spills and stains	X					
4. Dust and clean all furniture to include chairs, desks, cabinets, bookcases, and shelves			X			
5. Clean all glass, except plexiglass at JC, which is maintained daily.			X			
6. Spot clean walls, doors and partitions	X					
7. Dust mop resilient and hard floors	X					
8. Vacuum carpet floors	X					
9. Spot clean carpets	X					

11. Low dust all horizontal surfaces below 70"	X					
12. High dust all horizontal surfaces above 70"			X			
13. Dust venetian blinds				X		
14. Buff tile floors						X

WAITING AREAS, VENDING AREAS, BREAKROOMS

	D	SW	W	SM	M	A
1. Empty, wash and sanitize all containers and disposals	X					
2. Empty and damp clean ashtrays	X					
3. Damp clean and sanitize table tops, seats and chair backs	X					
4. Clean and sanitize drinking fountain	X					
5. Spot clean doors, frames, switch plates, handles, and walls	X					
6. Clean interior glass			X			
7. Dust furniture, sills & ledges			X			
8. Dust and damp mop resilient floors	X					
9. Vacuum carpeted floors	X					
10. Spot clean spills and stains from floors and carpets	X					
11. Low and high dust all horizontal surfaces			X			
12. Empty and clean outside ashtrays	X					
13. Buff tile floors						X

ENTRANCES, LOBBIES, PUBLIC CORRIDORS, EXTERIORS

	D	SW	W	SM	M	A
1. Empty wastebaskets. Wipe as needed	X					
2. Empty and damp clean ashtrays	X					
3. Dust all furniture in common areas			X			
4. Clean all entrance door glass and store front	X					
5. Dust mop all resilient or hard floors	X					
6. Vacuum all carpeted floors	X					
7. Damp mop hard floors	X					
8. Spot clean all spills and stains from floors and carpet	X					
10. Low dust all horizontal surfaces below 70"	X					
11. High dust all horizontal surfaces above 70"			X			
12. Dust blinds			X			
13. Spot clean walls and partitions	X					
14. Police around building exterior	X					
15. Clean and sanitize drinking fountains	X					

16. Buff tile floors						X
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ELEVATORS

	D	SW	W	SM	M	Q
1. Vacuum carpet	X					
2. Dust and damp mop hard floors	X					
3. Spot clean doors, walls and panel	X					
4. Spot clean spills and stains from floors, walls and carpets	X					
5. Clean door tracks	X					
6. Clean and polish entire surface of car inside and out			X			

STAIRWELLS

	D	SW	W	SM	M	Q
1. Sweep or vacuum landings and steps and mop			X			
2. Wipe down handrails and grab bars	X					
3. Spot clean spills or stains from floors and walls	X					
4. Spot clean walls	X					
5. High, low and vertical dust			X			

FLOOR

	D	SW	W	SM	M	Q
1. Spot clean carpets	X					
2. Carpet cleaning						X
3. Machine scrub ceramic (Bathrooms, Kitchens, Breakrooms)						X
4. Mop/sweep VCT tiles	X					

RECYCLING, MISC. DUTIES

	D	SW	W	SM	M	Q
1. All recyclables that are source separated are to be placed in appropriate recycling containers	X					
2. All other trash to be disposed of in appropriate dumpsters outside of building	X					
3. Report fires, hazards, items in need of repair, etc.	X					
4. Turn off lights	X					
5. Turn in found articles	X					
6. Lock rooms after cleaning	X					
7. Exterior window cleaning						X
8. Light fixture cleaning			X			